Attomey or Party Name, Address, Telephone & FAX Nos.:, State Bar No. & Email Address Kevin T. Simon 180967 15233 Ventura Blvd., Suite 250 Sherman Oaks, CA 91403 (818)783-6251 Fax: (818)783-6253 180967 kevin@srhlawfirm.com	FOR COURT USE ONLY
☐ Individual appearing without attorney ☐ Attorney for: Debtor	
UNITED STATES BANK CENTRAL DISTRICT C	
List all names (including trade names) used by the debtor within the last 8 years:	CASE NO.:. 1:14-bk-10808-VK CHAPTER 13
Cheryl Jo Piper	FIRST AMENDED CHAPTER 13 PLAN
	CREDITORS MEETING: Date: 4/16/14 Time: 9:00 AM Place: 105
	CONFIRMATION HEARING:
Debtor(s).	Time: 9:30 AM Place: 301

NOTICE

This Chapter 13 Plan is proposed by the above Debtor. The Debtor attests that the information stated in this Plan is accurate. Creditors cannot vote on this Plan. However, creditors may object to this Plan being confirmed pursuant to 11 U.S.C. § 1324. Any objection must be in writing and must be filed with the court and served upon the Debtor, Debtor's attorney (if any), and the chapter 13 trustee not less than 7 days before the date set for the meeting of creditors. Unless an objection is filed and served, the court may confirm this Plan. The Plan, if confirmed, modifies the rights and duties of the Debtor and creditors to the treatment provided in the Plan as confirmed, with the following IMPORTANT EXCEPTIONS:

Unless otherwise provided by law, each creditor will retain its lien until the earlier of payment of the underlying debt determined under non-bankruptcy law or discharge under 11 U.S.C.§1328. If the case under this chapter is dismissed or converted without completion of the Plan, such lien shall also be retained by such holder to the extent recognized by applicable non-bankruptcy law.

Defaults will be cured using the interest rate set forth below in the Plan. Any ongoing obligation will be paid according to the terms of the Plan.

HOLDERS OF SECURED CLAIMS AND CLASS 1 CLAIMANTS WILL BE PAID ACCORDING TO THIS PLAN AFTER CONFIRMATION UNLESS THE SECURED CREDITOR OR CLASS 1 CLAIMANT FILES A PROOF OF CLAIM IN A DIFFERENT AMOUNT THAN THAT PROVIDED IN THE PLAN. If a secured creditor or a class 1 creditor files a proof of claim, that creditor will be paid according to that creditor's proof of claim, unless the court orders otherwise.

HOLDERS OF ALL OTHER CLAIMS MUST TIMELY FILE PROOFS OF CLAIMS, IF THE CODE SO REQUIRES, OR THEY WILL NOT BE PAID ANY AMOUNT. A Debtor who confirms a Plan may be eligible thereafter to receive a discharge of debts to the extent specified in 11 U.S.C. § 1328.

The Debtor proposes the following Plan and makes the following declarations:

I. PROPERTY AND FUTURE EARNINGS OR INCOME SUBJECT TO THE SUPERVISION AND CONTROL OF THE CHAPTER 13 TRUSTEE:

The Debtor submits the following to the supervision and control of the chapter 13 trustee:

- A. Payments by Debtor of \$150.00 per month for 5 months, then \$209.00 per month for 55 months. This monthly Plan Payment will begin within 30 days of the date the petition was filed.
- B. The base plan amount is \$\frac{12,234.55}{} \text{ which is estimated to pay \$\frac{0}{} \text{ of the allowed claims of nonpriority unsecured creditors. If that percentage is less than 100%, the Debtor will pay the Plan Payment stated in this Plan for the full term of the Plan or until the base plan amount is paid in full, and the chapter 13 trustee may increase the percentage to be paid to creditors accordingly.
- C. Amounts necessary for the payment of postpetition claims allowed under 11 U.S.C. § 1305.
- D. Preconfirmation adequate protection payments for any creditor who holds an allowed claim secured by personal property where such security interest is attributable to the purchase of such property and preconfirmation payments on leases of personal property whose allowed claim is impaired by the terms proposed in the plan. Preconfirmation adequate protection payments and preconfirmation lease payments will be paid to the chapter 13 trustee for the following creditor(s) in the following amounts:

Creditor/Lessor Name	Collateral Description	Last 4 Digits of Account #	Amount
-NONE-			

Each adequate protection payment or preconfirmation lease payment will commence on or before the 30th day from the date of filing of the case. The chapter 13 trustee shall deduct the foregoing adequate protection payment(s) and/or preconfirmation lease payment from the Debtor's Plan Payment and disburse the adequate protection payment or preconfirmation lease payment to the secured(s) creditor(s) at the next available disbursement or as soon as practicable after the payment is received and posted to the chapter 13 trustee's account. The chapter 13 trustee will take his or her statutory fee on all disbursements made for preconfirmation adequate protection payments or preconfirmation lease payments.

E. Other property: (specify property or indicate none)
None

ORDER OF PAYMENTS; CLASSIFICATION AND TREATMENT OF CLAIMS:

Except as otherwise provided in the Plan or by court order, the chapter 13 trustee shall disburse all available funds for the payment of claims as follows:

ORDER OF PAYMENTS:

- 1. If there are Domestic Support Obligations, the order of priority shall be:
 - (a) Domestic Support Obligations and the chapter 13 trustee's fee not exceeding the amount accrued on payments made to date;
 - (b) Administrative expenses (Class 1(a)) in an amount not exceeding ____ 100_ % of each Plan Payment until paid in full;
- 2. If there are no Domestic Support Obligations, the order of priority shall be the chapter 13 trustee's fee not exceeding the amount accrued on payments made to date, and administrative expenses (Class 1(a)) in an amount not exceeding 100 % of each Plan Payment until paid in full.
- 3. Notwithstanding 1 and 2 above, ongoing payments on secured debts that are to be made by the chapter 13 trustee from the Plan Payment; such secured debt may be paid by the chapter 13 trustee commencing with the inception of Plan Payments.
- 4. Subject to 1, 2, and 3 above, pro rata to all other claims except as otherwise provided in the Plan.
- 5. No payment shall be made on nonpriority unsecured claims until all secured and priority claims have been paid in full.

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B. CLASSIFICATION AND TREATMENT OF CLAIMS:

			LASS 1				
	ALLOWED UNSEC	URED CLAIMS ENT	ITLED TO PRIO	RITY UNDER 1	1 U.S.C. §507		
The Obli	Debtor will pay Class 1 claims gations pursuant to 11 U.S.C. §	in full; except the deb 1322(a)(4).	tor may provide t	for less than full	I payment of Dor	nestic Support	
	CATEGORY	AMOUNT OF PRIORITY CLAIM	INTEREST RATE, if any	MONTHLY PAYMENT	NUMBER OF MONTHS	TOTAL PAYMENT	
a	a. Administrative Expenses						
(1)	Chapter 13 trustee's fee - est	imated at 11% of all p	ayments to be m	ade to all class	es through this F	Plan.	
(2)	Attorney's Fees	\$3,500.00		To Be Paid	First	\$3,500.00	
(3)	Chapter 7 trustee's fees						
(4)	Other						
b.	Other Priority Claims						
(1)	Internal Revenue Service						
(2)	Franchise Tax Board	\$207.00	0%	\$3.45	60	\$207.00	
(3)	Domestic Support Obligation						
(4)	Other						
c.	Domestic Support Obligations	s that are not to be pa	id in full in the Pl	an (specify cred	ditor name):		

_			1 400 1		<u> </u>	
			LASS 2			
	SECURED SOLELY N WHICH OBLIGAT					ENCE
1. The Payment to:	postconfirmation mo	onthly mortgage p	payment will be	made by the ch	napter 13 trustee	from the Plan
2. 🛛 The	postconfirmation mo	nthly mortgage pa	ayment will be r	nade by the Deb	tor directly to:	
Citimortgage I	nc		_		xxxx839	<u>4</u>
	(name of creditor)			(last 4 digits of a	account number)	
he Debtor will cu	re all prepetition arre	arages for the pr	imary residenc	e through the Pla	n Payment as se	et forth below.
			——————————————————————————————————————	Cure of Default		
lame of Creditor	Last 4 Digits of Account Number	AMOUNT OF ARREARAGE	INTEREST RATE	MONTHLY PAYMENT	NUMBER OF MONTHS	TOTAL PAYMENT
itimortgage Inc	xxxx8394	\$7,315.00	0	\$121.91	60	\$7,315.00

CLAIMS	SECURED BY		PERSONAL PR		ICH ARE PAI	D IN FULL	
Name of Creditor	Last 4 Digits of Account No.	CLAIM TOTAL	SECURED CLAIM AMOUNT	INTEREST RATE	Equal Monthly Payment	NUMBER OF MONTHS	TOTAL PAYMEN

OTHER SECURED CLAIMS ON WHICH THE LAST PAYMENT IS DUE AFTER THE DATE ON WHICH THE FILE PAYMENT UNDER THE PLAN IS DUE 1. The postconfirmation monthly payment pursuant to the promissory note will be made by the chapt trustee from the Plan Payment to: 2. The postconfirmation monthly payment pursuant to the promissory note will be made by the D directly to:	er 13
trustee from the Plan Payment to: 2. The postconfirmation monthly payment pursuant to the promissory note will be made by the D	
	ebtor
directly to.	
(name of creditor) (last 4 digits of account number)	,
(name of creditor) (last 4 digits of account number)	
The Debtor will cure all prepetition arrearages on these claims through the Plan Payment as set forth below.	
Cure of Default	
Name of Creditor Last 4 Digits of ACCOUNT Number ARREARAGE RATE NONTHLY NUMBER OF PAYMENT MONTHS PAYMENT	

CLASS 5
NON-PRIORITY UNSECURED CLAIMS
The Debtor estimates that non-priority unsecured claims total the sum of \$137,248.00.
Class 5 claims will be paid as follows:
(Check one box only.) Class 5 claims (including allowed unsecured amounts from Class 3) are of one class and will be paid pro rata.
OR Class 5 claims will be divided into subclasses as shown en-the attached-exhibit directly below (which also shows the justification for the differentiation among the subclasses) and the creditors in each subclass will be paid pro rata.

III. COMPARISON WITH CHAPTER 7

The value as of the effective date of the Plan of property to be distributed under the Plan on account of each allowed claim is not less than the amount that would be paid on such claim if the estate of the Debtor were liquidated under chapter 7 of the Bankruptcy Code on such date. The amount distributed to nonpriority unsecured creditors in chapter 7 would be \$ 0.00 which is estimated to pay 0 % of the scheduled nonpriority unsecured debt.

IV. PLAN ANALYSIS

CLASS 1a	\$3,500.00
CLASS 1b	\$207.00
CLASS 1c	\$0.00
CLASS 2	\$7,315.00
CLASS 3	\$0.00
CLASS 4	\$0.00
CLASS 5	\$0.00
SUB-TOTAL	\$11,022.00
CHAPTER 13 TRUSTEE'S FEE (Estimated 11% unless advised otherwise)	\$1,212.25
TOTAL PAYMENT	\$12,234.55

V. OTHER PROVISIONS

A. The Debtor rejects the following executory contracts and unexpired leases.

Name of Other Party:

Description of contract/lease:

-NONE-

B. The Debtor assumes the executory contracts or unexpired leases set forth in this section. As to each contract or lease assumed, any defaults therein and Debtor's proposal for cure of said default(s) is described in Class 4 of this Plan. The Debtor has a leasehold interest in personal property and will make all post-petition payments directly to the lessor(s):

Name of Other Party: Hyundai Capital America Description of contract/lease: 2013 Hyundai Veloster (Lease)

C. In addition to the payments specified in Class 2 and Class 4, the Debtor will make regular payments, including any preconfirmation payments, directly to the following:

Creditor Name: Wescom Credit Union Monthly Payment:

\$0.00

D. The Debtor hereby surrenders the following personal or real property. (identify property and creditor to which it is surrendered):

Creditor Name: Description:

Bank of America, N.A. 223 Champion Hill Drive

Jackson, MS 39212 (Surrendering)

Ocwen Loan Servicing 3848 Lucerne Drive

Memphis, TN 38115 (Surrendering) 569 Spryfield Road

Seterus 569 Spryffeld Road Jackson, MS 39212

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(Surrendering)

Wescom Credit Union 2007 BMW 328i (Balance: \$13,490) (Son Pays and

Drives)

E. The Debtor shall incur no debt greater than \$500.00 without prior court approval unless the debt is incurred in the ordinary course of business pursuant to 11 U.S.C. §1304(b) or for medical emergencies.

F. Miscellaneous provisions: Approved attorneys fees and supplemental fees are to be paid first notwithstanding dismissal or conversion of case.

This United States Bankruptcy Court hereby authorizes Citimortgage and Wescom CU and/or their Successors

in Interest and/or their Servicers and/or their Beneficiaries and/or their attorneys to establish contact with the Debtor's attorney, the Law Offices of Simon Resnik Hayes LLP, relating to the Debtor's loans for the purpose of providing Loss Mitigation Information, including but not limited to, loan modifications or loan workouts, in connection with the Debtor's loans. The United States Bankruptcy Court's authorization is valid, notwithstanding the existence of the automatic stay provision of 11 U.S.C 362(a), and that the lenders, Servicers, Beneficiaries and their attorneys shall be held harmless for communication in furtherance of that purpose, as this United States Bankruptcy Court strongly encourages and recommends constructive negotiations between all parties to consummate loan modifications and workouts, during the pendency of the Debtor's Chapter 13 Bankruptcy case.

- G. The chapter 13 trustee is authorized to disburse funds after the date confirmation is announced in open court.
- H. The Debtor will pay timely all postconfirmation tax liabilities directly to the appropriate taxing authorities as they come due.
- I. The Debtor will pay all amounts required to be paid under a Domestic Support Obligation that first became payable after the date of the filing of the petition.

VI. REVESTING OF PROPERTY

Property of the estate shall not revest in the Debtor until such time as a discharge is granted or the case is dismissed or closed without discharge. Revestment shall be subject to all liens and encumbrances in existence when the case was filed, except those liens avoided by court order or extinguished by operation of law. In the event the case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the Plan, the chapter 13 trustee shall have no further authority or fiduciary duty regarding use, sale, or refinance of property of the estate except to respond to any motion for proposed use, sale, or refinance as required by the LBRs. Prior to any discharge or dismissal, the Debtor must seek approval of the court to purchase, sell, or refinance real property.

Date:	July 31, 2014	Isi Kevin T. Simon Kevin T. Simon 180967 180967 Attorney for Debtor
		Isi Cheryl Jo Piper Cheryl Jo Piper Debtor

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 15233 Ventura Blvd., Suite 300 Sherman Oaks, CA 91343

A true and correct copy of the foregoing document entitled (specify): 1st AMENDED CHAPTER 13 PLAN will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

Orders and LBR, ti 7/31/14	ne foregoing document will be serve, I checked the CM/ECF doc e following persons are on the Elect	F ELECTRONIC FILING (NEF): Pursuant to controlling General ed by the court via NEF and hyperlink to the document. On (date) cket for this bankruptcy case or adversary proceeding and tronic Mail Notice List to receive NEF transmission at the email
Elizabeth Rojas, C	mon & Resnik LLP (Attorney for Del hapter 13 Trustee: cacb_ecf_sv@cl tee (LA): ustpregion16.la.ecf@usdo	h13wla.com
		☐ Service information continued on attached page
On (date) 7/31/14 adversary proceed postage prepaid, a	ing by placing a true and correct co	for entities at the last known addresses in this bankruptcy case or topy thereof in a sealed envelope in the United States mail, first class, be judge here constitutes a declaration that mailing to the judge will ent is filed.
The Honorable Vic 21041 Burbank Bo Woodland Hills, CA	ulevard, Suite 354	
		Service information continued on attached page
for each person or the following person such service methor	entity served): Pursuant to F.R.Civens and/or entities by personal delivered, by facsimile transmission and/o	AT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method v.P. 5 and/or controlling LBR, on (date), I served ery, overnight mail service, or (for those who consented in writing to or email as follows. Listing the judge here constitutes a declaration ge will be completed no later than 24 hours after the document is
I declare under per	nalty of perjury under the laws of the	Service information continued on attached page e United States that the foregoing is true and correct.
7/31/14 Date	Erika Mejia Printed Name	Signature

Cheryl Jo Piper 233 Country Club Drive #9 Simi Valley, CA 93065

Kevin T. Simon Simon Resnik Hayes LLP 15233 Ventura Blvd., Suite 250 Sherman Oaks, CA 91403

Account Management Service 5300 Orange Ave, Ste 120 Cypress, CA 90630

Amex PO Box 297871 Fort Lauderdale, FL 33329

Andrea Banks 569 Spryfield Road Jackson, MS 39216

Bank of America PO Box 982235 El Paso, TX 79998

Bank of America, N.A. 4161 Piedmont Pkwy Greensboro, NC 27410

Brian Marincic c/o Southwest Real Estate, LLC 125 Skyline Drive, Ste E Rock Springs, WY 82901 Cap One PO Box 85520 Richmond, VA 23285

Chapter 13 Trustee Elizabeth F. Rojas 15060 Ventura Blvd, Suite #240 Sherman Oaks, CA 91403

Chase PO Box 15298 Wilmington, DE 19850

Citimortgage Inc PO Box 9438 Gaithersburg, MD 20898

City of Memphis - Division of Public Works/Code Enforcement 701 North Main Street, #170 Memphis, TN 38107

Comenity Bank/Victorias Secret PO Box 182789 Columbus, OH 43218

Credit Collection Services Two Wells Avenue Dept. 9134 Newton, MA 02459

Damon Wofford Realty 3413 North State Street Jackson, MS 39216 Franchise Tax Board Attn: Bankruptcy Unit P.O. Box 2952 Sacramento, CA 95812-2952

GECRB/JC Penney PO Box 965007 Orlando, FL 32896

GECRB/Lowes PO Box 965005 Orlando, FL 32896

Genpact Services LLC PO Box 1969 Southgate, MI 48195-0969

Hyundai Capital America 10550 Talbert Avenue Fountain Valley, CA 92708

Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346

Macys DSNB 9111 Duke Blvd Mason, OH 45040

Marathon Management 310 Germantown Bend Cove Cordova, TN 38018 MRS Associates 1930 Olney Avenue Cherry Hill, NJ 08003

Nelson, Watson & Associates, LLC P O Box 1299 Haverhill, MA 01831

Nissan-Infiniti Lt 2901 Kinwest Pkwy Irving, TX 75063

Ocwen Loan Servicing 12650 Ingenuity Drive Orlando, FL 32826

Office of the United States Trustee 915 Wilshire Blvd., Ste 1850 Los Angeles, CA 90017

Portfolio Recovery Assets 120 Corporate Blvd, Ste 1 Norfolk, VA 23502

Professional Recovery Services P.O. Box 1880 Voorhees, NJ 08043

Seterus 14523 SW Millikan Way Beaverton, OR 97005 Sheronda Blackmon 143 Pine Ridge Drive Jackson, MS 39204

Torres Credit Services, Inc. 27 Fairview St., Ste. 301 Carlisle, PA 17013

United Recovery Systems PO Box 722929 Houston, TX 77272-2929

Vital Recovery Services PO BOX 923748 Norcross, GA 30010

Wanda Banks 233 Champion Hill Drive Jackson, MS 39212

Wescom Credit Union 123 S Marengo Avenue Pasadena, CA 91101 Case 1:14-bk-10808-VK Doc 46 Filed 07/31/14 Entered 07/31/14 15:41:20 Desc Main Document Page 15 of 15

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Kevin T. Simon SBN-180967	FOR COURT USE ONLY
Simon Resnik Hayes LLP	
15233 Ventura Blvd., Suite 250 Sherman Oaks, CA 91403	
(818)783-6251 Fax: (818)783-6253	
Attorney for Debtor(s):	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re;	CASE NO.: 1:4-10808-VK
Cheryl Jo Piper	CHAPTER: 13
Debtor(s).	ADV. NO.:
ELECTRONIC FILING (INDIVIDU	
PART I - DECLARATION OF DEBTOR(S) OR OTHER PARTY	
Petition, statement of affairs, schedules or lists	Date Filed:
Amendments to the petition, statement of affairs, schedules or lists	Date Filed:
Other: 1st Amended Man	Date Filed 7 3114
I (We), the undersigned Debtor(s) or other party on whose behalf the above-refer	enced document is being filed (Signing Party), hereby declare under
penalty of perjury that: (1) I have read and understand the above-referenced docume	ent being filed electronically (Filed Document): (2) the information
provided in the Filed Document is true, correct and complete; (3) the "/s/," follower	by my name, on the signature line(s) for the Signing Party in the Filed
Document serves as my signature and denotes the making of such declarations, requested as my actual signature on such signature line(s); (4) I have actually signed a t	ries and correct hard copy of the Filed Downsont in cush places and
provided the executed hard copy of the Filed Document to my attorney; and (5) I ha	ve authorized my attorney to file the electronic version of the Filed
Document and this Declaration with the United States Bankruptey Court for the Co	atral District of California. If the Filed Document is a petition. I further
declare under penalty of perjury that I have completed and signed a Statement of So to my attorney.	- 12
Signature of Signing Party Date	6.1
Signature of Signing Party Date	<u> </u>
Cheryl Lo Piper	
Printed Name of Signing Party	
PART II - DECLARATION OF ATTORNEY FOR SIGNING PARTY	
I, the undersigned Attorney for the Signing Party, hereby declare under penalty	of perjury that: (1) the "/s/," followed by my name, on the signature lines
for the Attorney for the Signing Party in the Filed Document serves as my signature	and denotes the making of such declarations, requests, statements
verifications and certifications to the same extent and effect as my actual signature of Debtor(s) or Other Party before I electronically submitted the Filed Document for fi	on such signature lines; (2) the Signing Party signed the Declaration of
California; (3) I have actually signed a true and correct hard copy of the Filed Docu	ment in the locations that are indicated by "/s/." followed by my name
and have obtained the signature(s) of the Signing Party in the locations that are indi	cated by "/s/," followed by the Signing Party's name, on the true and
correct hard copy of the Filed Document, (4) I shall maintain the executed originals	of this Declaration, the Declaration of Debtor(s) or Other Party, and the
Filed Document for a period of five years after the closing of the case in which they the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Filed Document available for the Declaration of Debtor(s) or Other Party, and the Declaration of Debtor(s)	are filed, and (3) I shall make the executed originals of this Declaration, review from request of the Court or other parties. If the Filed Downwest
is a petition, I further declare underpetalty of perjury that: (1) the Signing Party co	impleted and signed the Statement of Social Security Number(s) (Form
B21) before I electronically submitted the Filed Document for filing with the United	States Bankruptey Court for the Central District of California: (2) I shall
maintain the executed original of the Statement of Social Security Number(s) (Form are filed; and (3) I shall make the executed original of the Statement of Social Secur	D21) for a period of five years after the closing of the case in which they rity Number(s) (Form B21) available for review upon request of the
Court.	
7 31/1	4
Signature of Attorney for Signing Party Date	
Kevin T. Simon 180967	